Case 16-17148-elf Doc 157 Filed 06/26/19 Entered 06/27/19 01:04:44 Desc Imaged Certificate of Notice Page 1 of 4 United_States Bankruptcy_Court

Eastern District of Pennsylvania

In re: Reginald Rico Geter Debtor

Case No. 16-17148-elf Chapter 13

Date Rcvd: Jun 24, 2019

CERTIFICATE OF NOTICE

User: Virginia District/off: 0313-2

Page 1 of 1 Form ID: pdf900 Total Noticed: 1

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jun 26, 2019.

db +Reginald Rico Geter, 1121 Knorr Street, Philadelphia, PA 19111-4929

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center. NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jun 26, 2019 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on June 24, 2019 at the address(es) listed below:

BRIAN CRAIG NICHOLAS on behalf of Creditor MIDFIRST BANK bnicholas@kmllawgroup.com. bkgroup@kmllawgroup.com DAVID M. OFFEN on behalf of Debtor Reginald Rico Geter dmol60west@gmail.com,

davidoffenecf@gmail.com;offendr83598@notify.bestcase.com KEVIN G. MCDONALD on behalf of Creditor MIDFIRST BANK bkgroup@kmllawgroup.com MATTEO SAMUEL WEINER on behalf of Creditor MIDFIRST BANK bkgroup@kmllawgroup.com MEGAN N. HARPER on behalf of Creditor City of philadelphia megan.harper@phila.gov, karena.blaylock@phila.gov

United States Trustee USTPRegion03.PH.ECF@usdoj.gov

ecfemails@ph13trustee.com, philaecf@gmail.com WILLIAM C. MILLER, Esq.

TOTAL: 7

Stip does not affect confirmed plan

IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Reginald Rico Geter	<u>Debtor</u>	CHAPTER 13
MIDFIRST BANK	Movant	
VS.		NO. 16-17148 ELF
Reginald Rico Geter	<u>Debtor</u>	
William C. Miller Esq.	Trustee	11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$5,863.41, which breaks down as follows;

Post-Petition Payments:

February 2019 to June 2019 at \$1,156.83/month

Late Charges:

February 2019 to May 2019 at \$46.27/month

Suspense Balance:

\$1,136.82

Fees & Costs Relating to Motion: \$1,031.00 **Total Post-Petition Arrears**

\$5,863.41

- 2. The Debtor(s) shall cure said arrearages in the following manner;
- a). Beginning on July 1, 2019 and continuing through November 1, 2019, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of \$1,156.83 on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month), plus an installment payment of \$977.24 from July 2019 to October 2019 and \$977.21 for November 2019 towards the arrearages on or before the last day of each month at the address below;

MIDLAND MORTGAGE 999 N.W. Grand Boulevard, Suite 100 Oklahoma City, OK 73118-6116

b). Maintenance of current monthly mortgage payments to the Movant thereafter.

- 3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.
- 4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.
 - 5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.
- 6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.
- 7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
- 8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.
 - 9. The parties agree that a facsimile signature shall be considered an original signature.

Date: June 6, 2019

By: /s/ Kevin G. McDonald, Esquire Attorney for Movant

Date: 6/12/2019

David M. Offen, Esquire Attorney for Debtor

William C. Miller, Esquire Chapter 13 Trustee

*without prejudice to any

trustee rights and remedies.

ORDER

Approved by the Court this 24th day of June , 2019. However, the court retains discretion regarding entry of any further order.

Bankruptcy Judge Eric L. Frank